
BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY

WASHINGTON BOROUGH COUNCIL MINUTES – December 17, 2019

The Regular Meeting of the Borough Council of Washington, Warren County, New Jersey was held in the Council Chambers of Borough Hall at 7:00 P.M.

Roll Call: Conry, Cox, Noone, Norris, Valle and Higgins.

Absent: Duchemin

Also, Present: Matthew Hall, Manager
Laurie A. Barton Borough Clerk
Leslie Parikh, Attorney

Mayor Higgins led everyone in the flag salute.

Mayor Higgins read the following Statement into the Record:

“The requirements of the ‘Open Public Meetings Law, 1975, Chapter 231’ have been satisfied in that adequate notice of this meeting has been published in the Star Gazette and posted on the Bulletin Board of Borough Hall stating the time, place and purpose of the meeting as required by law.”

PROCLAMATIONS

Mayor Higgins presented the following proclamations:

**PROCLAMATION HONORING THE MANY YEARS OF SERVICE OF CARLOS M. BARROSO TO
THE BOROUGH OF WASHINGTON**

WHEREAS, Carlos M. Barroso was originally hired as a full-time Department of Public Works Laborer on December 3rd, 1979; and

WHEREAS, Carlos M. Barroso retired as a Department of Public Works Truck Driver on January 1st, 2006; and

WHEREAS, Carlos M. Barroso subsequently continued his service to the Borough of Washington as a Building Service Worker for an additional 13 years; and

WHEREAS, Carlos M. Barroso has served with the utmost dedication, perseverance, and leadership as a staff member for the Borough of Washington for a total of 40 years; and

WHEREAS, it is fitting and proper that the Council of the Borough of Washington and the community recognize and commemorate this honor; and

WHEREAS, Carlos M. Barroso will always be remembered by his colleagues for his willingness to help others, commitment to local government, and assistance to the residents of the Borough of Washington; and

WHEREAS, the Mayor and Council of the Borough of Washington desire to express the appreciation of the entire community to Carlos M. Barroso for his many years of outstanding service and commitment to the Borough of Washington.

NOW, THEREFORE, BE IT PROCLAIMED by David Higgins, Mayor of the Borough of Washington, in the County of Warren, State of New Jersey, that the heartfelt appreciation of the Mayor and Council of the Borough of Washington and all its residents are hereby expressed for the many years of public service and leadership performed by Carlos M. Barroso.

BE IT FURTHER PROCLAIMED that this Proclamation be duly embossed, signed by the Mayor, publicly presented to Carlos M. Barroso on December 17th, 2019, and forever recorded in the official records of the Borough of Washington, as an everlasting tribute to Carlos M. Barroso by an appreciative and thankful community.

PROCLAMATION THANKING MATTHEW POLSKY FOR HIS DILIGENT WORK ON WASHINGTON BOROUGH'S SUSTAINABLE JERSEY BRONZE CERTIFICATION

WHEREAS, Matthew Polsky is an experienced sustainability professional with over 30 years of experience in state and municipal government, academia, business, and the environmental movement who is currently pursuing a Ph.D. in Sustainability from Erasmus University, The Netherlands ; and

WHEREAS, Matthew Polsky is currently a senior fellow for sustainability innovation and multidisciplinary thought at the Institute of Sustainable Enterprise at Fairleigh Dickinson University-College at Florham, worked for more than seven years as the director of the Land Trust for the Passaic River Coalition in Morristown, buying and preserving 690 acres of land, served as the Sustainability Team Leader at the New Jersey Department of Environmental Protection (NJDEP), led an interagency sustainability work group, managed an internal sustainability seminar series; and

WHEREAS, Matthew Polsky has worked with municipal Green Teams for more than 12 years and has been involved with the Washington Borough Green Team for more than 2 years; and

WHEREAS, Matthew Polsky provided indispensable and vital assistance, knowledge and experience to the Washington Borough Green Team, which culminated in the Borough of Washington achieving Bronze Certification from Sustainable Jersey, a coveted honor shared by only three other municipalities in Warren County; and

WHEREAS, it is fitting and proper that the Council of the Borough of Washington and the community recognize and commemorate not only this honor, but Matthew Polsky's direct and indirect contributions to its achievement; and

WHEREAS, Matthew Polsky is held in high esteem by his colleagues on the Washington Borough Green Team for his willingness to help others, commitment to local government, and assistance to the residents of the Borough of Washington; and

WHEREAS, the Mayor and Council of the Borough of Washington desire to express the appreciation of the entire community to Matthew Polsky for his outstanding service and commitment to the Borough of Washington.

NOW, THEREFORE, BE IT PROCLAIMED by David Higgins, Mayor of the Borough of Washington, in the County of Warren, State of New Jersey, that the heartfelt appreciation of the Mayor and Council of the Borough of Washington and all its residents are hereby expressed for the public service and leadership performed by Matthew Polsky.

BE IT FURTHER PROCLAIMED that this Proclamation be duly embossed, signed by the Mayor, publicly presented to Matthew Polsky on December 17th, 2019, and forever recorded in the official records of the Borough of Washington, as an everlasting tribute to Matthew Polsky by an appreciative and thankful community.

COUNCIL APPEARANCE

Lieutenant Kaufman, Washington Township Police Department presented the monthly police report.

Hearing no further public input, motion made by Noone and seconded by Conry to close the audience portion.

Ayes: 6 Nays: 0
Motion Carried.

MINUTES

Motion made by Valle and seconded by Noone to approve the following minutes with corrections:

Regular Meeting minutes: Regular Meeting: November 14, 2019

Ayes: 6 Nays: 0
Motion Carried.

NEW BUSINESS

A budget work shop was discussed and set for January 21st at 7:00 PM with the regular meeting to follow at 7:30 pm. The Clerk was instructed to advertise.

NEW BUSINESS

RESOLUTIONS

Motion made by Noone and seconded by Valle to approve Resolution 2019-169

ROLL CALL: Conry, Cox, Noone, Norris, Valle and Higgins.

Ayes: 6, Nays: 0

Motion carried

**SHARED SERVICES AGREEMENT FOR A SHARED
MUNICIPAL COURT AMONG THE TOWNSHIPS
OF WASHINGTON, OXFORD AND MANSFIELD
AND THE BOROUGH OF WASHINGTON**

THIS AGREEMENT, made this 1st day of January 2020, among

THE TOWNSHIP OF WASHINGTON, a municipal corporation in the County of Warren, State of New Jersey, having its principal offices at 211 Route 31 North, Washington, New Jersey, 07882, (hereinafter referred to as "Recipient A"); and

THE TOWNSHIP OF OXFORD, a municipal corporation in the County of Warren, State of New Jersey, having its principal offices at 11 Green St., Oxford, New Jersey, 07863, (hereinafter referred to as "Recipient B"); and

THE BOROUGH OF WASHINGTON, a municipal corporation in the County of Warren, State of New Jersey, having its principal offices at 100 Belvidere Ave., Washington, New Jersey, 07882, (hereinafter referred to as "Recipient C"); and

THE TOWNSHIP OF MANSFIELD, a municipal corporation in the County of Warren, State of New Jersey, having its principal offices at 100 Port Murray Rd., Port Murray, New Jersey, 07865, (hereinafter referred to as "Provider");

WITNESSETH:

WHEREAS, an agreement providing for shared services among municipalities is permitted under *N.J.S.A. 40A:65-1 et seq.*, the "Uniform Shared Services and Consolidation Act"; and

WHEREAS, *N.J.S.A. 2B:12-1(c)* provides that two or more municipalities may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

WHEREAS, *N.J.S.A. 2B:12-1(c)* further provides that where municipal courts share facilities, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, the parties desire to share municipal court services and to set forth the administrative and financial responsibilities of each party for the shared court services; and

WHEREAS, the shared court is subject to approval by the Administrative Office of the Courts and the Vicinage Assignment Judge;

NOW, THEREFORE, IN CONSIDERATION of the promises, covenants, terms and conditions set forth, it is mutually **AGREED** as follows:

I. SERVICES TO BE PROVIDED

A. Provider agrees to provide those facilities and services necessary for the operation of a Municipal Court including but not limited to a courtroom, chambers, office space, equipment, supplies and employees, to serve as each Recipient's Municipal Court. Each Recipient shall provide Provider with quarterly compensation for this shared service as provided in section IV below.

At the inception of this Agreement, the Provider will staff the Shared Municipal Court with the following employees:

- One (1) Municipal Court Judge
- One (1) Municipal Court Administrator (Full-Time)
- Two (2) Deputy Municipal Court Administrators (Full -Time)
- Up to Two (2) Violations Clerks (Part-Time, Not to Exceed 24 hours/week)

NOTE: In accordance with Section I.F below, each party is responsible for the appointment of its own Municipal Public Defender and Municipal Prosecutor for its Municipal Court.

Throughout the term of this Agreement, if the combined caseload between the Provider, Recipient A, B, & C should increase or decrease, the staffing levels may be adjusted accordingly with prior approval from the Assignment Judge.

B. Provider shall appoint and employ all court personnel, including the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator, Prosecutor, and security personnel each of whom shall provide their services for each respective Municipal Court. Pursuant to N.J.S.A. 40A:65-11, Recipient C has prepared an Employee Reconciliation Plan and filed the Plan with the Civil Service Commission. A copy of the Employee Reconciliation Plan is attached to this Agreement. No other party to this Agreement has employees who will be affected by the terms of this Agreement.

C. Provider shall ensure that the compensation of the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator and Prosecutor, and all other personnel shall be fixed by a salary ordinance, professional services contract or collective bargaining agreement in accordance with all applicable federal, state and local laws, regulations or ordinances governing such matters. Provider shall ensure that the compensation of the Municipal Court Judge, Court Administrator, Deputy Court Administrator and Prosecutor and all other personnel shall follow the salary & wages scheduled in paragraph IV below. Salary compensation shall not be subject to a negative adjustment reflective of increases in health benefits, pensions or taxes.

D. The Recipients shall appoint to serve as Judge, Court Administrator, Deputy Court Administrator and Prosecutor of their own municipal courts the Judge, Court Administrator, Deputy Administrator and Prosecutor appointed by Provider. Should there be

a change in any of these positions, a committee of two members of each municipality's governing body and the Judge and/or the Court Administrator will conduct interviews and make hiring recommendations to Provider.

E. The parties agree that the Shared Municipal Court, the Municipal Court Judge and other court personnel shall have and exercise all functions, powers, duties, and jurisdiction of a municipal court prescribed by *N.J.S.A. 2B:12-1 et seq.* Provider shall ensure that all standards are met by its appointees and/or employees regarding the level and quality of performances required of each such appointee and/or employee.

F. Each party to this Agreement shall appoint its own Public Defender for its municipal court.

G. The Provider shall ensure that sufficient office space is made available for all Municipal Court staff outlined in Section I.A. above. Additionally, the Provider shall ensure that a secure location is provided for storage of Municipal Court records for the Provider, Recipient A, B, & C alike. Said storage location shall only be accessible by authorized Municipal Court personnel.

II. LOCATION AND OPERATION OF COURT

A. The day-to-day operations, record keeping and administrative functions of the Court will be conducted at 100 Port Murray Rd., Port Murray, NJ 07865, in the facilities of the Provider.

B. The proceedings of the Court shall be held in the facilities of the Provider at 100 Port Murray Rd., Port Murray, NJ 07865. Pursuant to Court Rule 1:30-3, Shared Municipal Court sessions and the Court Office hours shall be established by the Municipal Court Judge, with approval from the Presiding Judge, Assignment Judge and Administrative Director of the Courts. The identity of each municipal court shall continue to be shown in the captions of orders and process. Each party's records, revenues, fees and fines shall be administered, reported, deposited and audited separately. Provider shall determine the appropriate signs for the Shared Municipal Court. Provider shall provide appropriate stationery for each municipal court.

III. SECURITY

Provider will be responsible for implementing a security plan for the Shared Court that is in compliance with Administrative Directive #15-06, Appendix K, Statewide Model Municipal Security Plan.

IV. PAYMENT BY RECIPIENTS

A. Each Recipient shall reimburse Provider for salaries and wages and other expenses associated with the Shared Municipal Court in the amount of the annual sums listed below. Payment shall be made in four quarterly installments. Bills and vouchers will be submitted by the Provider to each Recipient quarterly before the 15th day of March, June, September and December.

Provider shall ensure that the compensation for the Shared Municipal Court personnel shall follow exhibit one (1) attached.

EXHIBIT 1	2020	2021	2022
Provider	195,834.00	199,750.00	203,746.00
Recipient A	143,995.00	146,875.00	149,812.00
Recipient B	46,078.00	47,000.00	47,940.00
Recipient C	190,073.00	193,875.00	197,752.00
TOTAL	575,980.00	587,500.00	599,250.00

DISTRIBUTION OF REVENUE

A. Beginning on the effective date of this Agreement, Provider, pursuant to state law, shall collect for each Recipient fines, court costs, and any other revenue ("Court Related Revenue") attributable to that Recipient's municipal court. Receipts of Court Related Revenue shall be recorded by Provider's court personnel in accordance with applicable federal, state, local, and Administrative Office of the Courts ("AOC") laws, standards or guidelines. The Court Administrator and each member of the Shared Court will execute all necessary documentation to establish respective bank accounts. Monthly Court Related Revenue shall be distributed to each Recipient's Chief Financial Officer at the end of each month along with a report identifying the sources of that month's distribution.

V. REPORTING

By the 15th day following the close of each month, the Court shall distribute to the participants' governing bodies and their Chief Financial Officers a report containing at least the following information:

- Number of court cases originating from the Provider, Recipient A, Recipient B and Recipient C, broken down by motor vehicle violations, ordinance violations and other;
- Number of tickets/summons processed for the Provider, Recipient A, Recipient B and Recipient C;
- Funds transferred to the State of New Jersey;
- Funds transferred to Warren County;

- Fine revenue for the Provider, Recipient A, Recipient B and Recipient C;
- All other court revenue including court costs and interest, for the Provider, Recipient A, Recipient B and Recipient C.

VI. BOOKS AND AUDITS

The Court Administrator shall keep separate records and bank accounts for Provider and each Recipient. Provider shall arrange and pay for a yearly audit of the books of the Mansfield Township Municipal Court, and each Recipient shall arrange and pay for a yearly audit of the books of its municipal court, which audits shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 *et seq.* Full accounting records of the previous year's Shared Municipal Court operations shall be made available no later than Jan. 30th of each year.

VII. RECORDS

A. Each party's court records shall be maintained separately. All records are confidential unless otherwise determined by State law, and access will only be given to authorized Court staff or AOC personnel in accordance with applicable State laws or AOC guidelines.

B. Each Recipient shall transfer or deliver to Provider all its Summonses, Tickets, or Citations arising on or after the effective date of this Shared Services Agreement to be adjudicated by the Shared Municipal Court.

VIII. INSURANCE & INDEMNIFICATION

A. Insurance coverage shall be obtained by Provider that protects the Shared Municipal Court and its personnel from claims against them arising out of bodily injury, property damage, personal injury, or civil rights violations, and such other coverage as may be necessary, without regard to whether the claim is attributable to Provider's cases or Recipients' cases. All Shared Municipal Court employees will be considered employees of Provider for the purposes of Worker's Compensation. Provider shall continue to provide liability insurance which protects Provider's employees and/or facilities

B. The parties to this Agreement recognize that the Shared Municipal Court employees are exclusively Provider's employees. Provider shall cover the cost of claims made by or against Shared Municipal Court employees and security personnel, including court costs and reasonable attorney's fees in defense of any and all claims against the employee, arising out of any act or omission of the employee, including but not limited to Workers Compensation claims, claims under the New Jersey Tort Claims Act, and State and Federal Civil Rights actions.

C. Each Recipient shall obtain any statutory bond required for its municipal court Judge, Administrator and Deputy Administrator.

IX. TERM OF AGREEMENT

This Shared Services Agreement shall commence January 1, 2020, subject to approval by the Assignment Judge, and terminate December 31, 2022.

X. EARLY TERMINATION

- A. Any Recipients may terminate their participation in the agreement prior to the end of the term with no financial penalty being imposed, provided that (1) written notice of termination is given to all parties six (6) months in advance of the termination date; and (2) the termination date shall be no earlier than Dec. 31, 2021.
- B. The Provider reserves the right to terminate the agreement in its entirety upon five (5) months notification to all Recipients with no finance penalty being imposed, no earlier than December 31, 2021.

XI. ADDITIONAL PARTIES

No other municipalities shall be added to this agreement without the consent of all parties.

XII. UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

The governing bodies of Provider and the Recipients are authorized to enter into this Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* in accordance with the terms of that Act.

XIII. MISCELLANEOUS PROVISIONS

- A. Whenever, pursuant to the terms of this Agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate Municipal Clerk or if mailed by way of certified or registered mail, return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

Provider: Clerk of Township of Mansfield
100 Port Murray Road
Port Murray, New Jersey 07865

Recipient A: Clerk of Township of Washington
211 Route 31 North
Washington, New Jersey 07882

Recipient B: Clerk of Township of Oxford
11 Green Street
Oxford, New Jersey 07863

Recipient C: Clerk of Borough of Washington
100 Belvidere Avenue

Washington, New Jersey 07882

B. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections of the Agreement shall remain in full force and effect.

C. This Agreement may be amended, only in writing, with the consent of all parties.

XIV. COMPLETE AGREEMENT

This Agreement contains the complete understanding as to the operation of the Shared Municipal Court among the parties to this Agreement and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, the parties indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

IN WITNESS WHEREOF, the Borough of Washington, the Township of Oxford, the Township of Washington and the Township of Mansfield have caused these presents to be signed and attested to by their respective officers and their respective seals to be affixed hereto the day and year first above written.

ATTEST:

BOROUGH OF WASHINGTON

Laurie Barton, Clerk

David Higgins, Mayor

ATTEST:

TOWNSHIP OF OXFORD

Sheila L. Oberly, Clerk

William Ryan, Mayor

ATTEST:

TOWNSHIP OF WASHINGTON

Ann Kilduff, Clerk

Robert Klingel, Mayor

ATTEST:

TOWNSHIP OF MANSFIELD

Dena Hrebenak, Clerk

Joseph Watters, Mayor

Motion made by Conry and seconded by Valle to approve Resolution 2019-170

ROLL CALL: Conry, Cox, Noone, Norris, Valle and Higgins.

Ayes: 5, Nays: 0 Abstain: 1 (Noone)

Motion carried

RESOLUTION 2019-170
RESOLUTION GRANTING PERMISSION TO LOCATE CERTAIN STRUCTURES AND
OPERATE IN THE RIGHT-OF-WAY

WHEREAS, _____ (“Property Owner”) owns certain property located on the corner of Prosper Way and Jefferson Street (176 Jefferson Street, Washington, New Jersey), which is designated on the tax maps of the Borough of Washington as Block 66, Lot 5 (the “Property”); and

WHEREAS, Property Owner operates a business selling and repairing cars on the Property known as “_____,” and

WHEREAS, the Borough-owned right-of-way for Prosper Way is approximately sixty-six (66) feet wide; and

WHEREAS, Property owner has been operating its business within a portion of the right-of-way for Prosper Way by parking and storing vehicles and storing dumpsters; and

WHEREAS, the Property Owner has requested permission from the Borough to continue to park and store vehicles within the Borough-owned right-of-way in accordance with the sketch attached hereto as **Exhibit A**; and

WHEREAS, the Property is located in the R-2 Residence district and the operation of a vehicle repair or sales business is not permitted; and

WHEREAS, Property Owner’s use of the Property is a pre-existing non-conforming use and is adjacent to residential uses; and

WHEREAS, in exchange for allowing Property Owner to use and occupy a portion of the Borough-owned right-of-way, the Borough shall require Property Owner to adequately screen its business operations from the adjacent residences by constructing a fence and maintaining landscaping; and

WHEREAS, the Borough Council has the authority to grant permission to occupy and place structures in the right-of-way;

WHEREAS, the approval to occupy and place structures in the right-of-way shall be subject to the following conditions:

1. This permission to locate structures and operate in the right-of-way is limited to the area adjacent to the Property and between the Property line and the curb of Prosper Way. This grant of permission shall not be construed as granting permission to operate in the entirety of the Prosper Way right-of-way.
2. The only business operations that Property Owner can conduct in the right-of-way is the storage and parking of non-commercial motor vehicles. Property Owner shall not be permitted to park or

store commercial motor vehicles (including, but not limited to, tractor trailers, buses, etc.) or recreational vehicles (including but not limited to personal watercraft, boats, ATV's, etc.). Further, Property Owner shall not store dumpsters, debris, inoperable vehicles, or other unsightly materials within the right-of-way.

3. Any portion of the right-of-way visible to any and all adjacent properties shall be kept free of excessive weed and vegetative growth in a neat and workmanlike manner in compliance with applicable Borough ordinances, including Section 75-70 of the Borough Code. Nothing herein shall limit the Borough's right to remove excessive weed or vegetative growth, recover costs for such, or issue notices of violation for such in compliance with applicable Borough ordinances, including Sections 75-71 through 75-73 of the Borough Code. Any landscaping installed by Property Owner within the right-of-way and visible to adjacent residences shall be maintained in a neat and workman-like manner and any plant material which does not live shall be removed and /or replaced within six months or one growing season.
4. Property Owner, at its sole cost and expense, shall construct an opaque or closed fence (which may be located within the right-of-way) along Prosper Way in order to screen its operations from the adjacent residences. Property Owner shall make application to the Borough for the appropriate permit to construct a fence and such fence shall be not be chain-link. All vehicles, dumpsters, and other materials or items used by Property Owner in the course of its business shall be kept behind such fence and screened from view of the adjacent residences.
5. Property Owner recognizes that utility companies also operate in the right-of-way and that utility improvements may require demolition or removal of any structures or obstructions (including vehicles) or disruption of operations in the right-of-way. Therefore, Property Owner shall agree to fully cooperate with utility companies and shall not seek damages from such utility companies related to the structures or activities in the right-of-way.
6. Property Owner shall execute an agreement in a form approved by the Borough Attorney holding the Borough harmless for any damage caused to structures, vehicles, or any other items of personal property placed within the right-of-way by Borough snow removal or road repair vehicles and personal vehicles traveling on Prosper Way.
7. This approval shall only grant Property Owner permission to place certain structures and operate certain aspects of its business within the right-of-way and shall not grant Property Owner an easement. Therefore, if the Borough requires use of the right-of-way for public roadway purposes, Property Owner shall cease all operations in the right-of-way and remove any obstructions and structures upon request of the Borough.
8. Approval and issuance of the appropriate permit by the Borough's Zoning Officer that the fence meets all requirements of applicable zoning regulations.
9. Nothing herein shall release Property Owner of the responsibility to apply for any required variances from the Borough Land Use Board and nothing herein constitutes an approval or opinion of any required variances.
10. Approval shall be subject to review and approval by the Borough Road Supervisor and Borough Engineer that the parking and storing of vehicles or placement of a fence in the right-of-way does not impeded traffic or present a dangerous condition.
11. This resolution shall be recorded in the Warren County Clerk's Office.
12. If Property Owner ceases its operations for a period of six months or more, the permission granted by this Resolution shall be automatically revoked.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Washington, County of Warren, New Jersey, that Property Owner, is granted approval to park and store non-commercial motor vehicles and construct a fence in the right-of-way, subject to the above conditions and the issuance of any required permits or approvals.

Motion made by Valle and seconded by Conry to approve Resolution 2019-171

ROLL CALL: Conry, Cox, Noone, Norris, Valle and Higgins.

Ayes: 6, Nays: 0
Motion carried

RESOLUTION # 2019-171

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE
As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on December 6, 2019 to Arthur Frustaci, 712 Rugby Road, Phillipsburg, NJ 08865, in the amount of \$33.41 for taxes or other municipal liens assessed for the year 2018 in the name of Forbes, Matthew R & Danielle M as supposed owners, and in said assessment and sale were described as 27 Lambert Street, Block 2.11 Lot 36, which sale was evidenced by Certificate #19-00006; and

WHEREAS, I, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 12-9-19 and before the right to redeem was cut off, as provided by law, Danielle Forbes claiming to have an interest in said lands, did redeem said lands claimed by Arthur Frustaci by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$45.46, which is the amount necessary to redeem Tax Sale Certificate #19-00006.

NOW THEREFORE BE IT RESOLVED, on this 17th day of December, 2019 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to Arthur Frustaci, 712 Rugby Road, Phillipsburg, NJ 08865 in the **amount of \$45.46** (This amount consists of \$45.46 Certificate Amount redeemed).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 2.11 Lot 36 from the tax office records.

Motion made by Noone and seconded by Conry to approve Resolution 2019-172

ROLL CALL: Conry, Cox, Noone, Norris, Valle and Higgins.

Ayes: 6, Nays: 0
Motion carried

RESOLUTION 2019-172
Resolution Calling for Study Commission to Review the Open Public Records Act

WHEREAS, the Borough of Washington strongly believes in and supports open transparent government, and that citizens and residents have the right to be informed about the workings of government in order to best participate in a democracy; and

WHEREAS, on January 8, 2002 then Acting Governor DiFrancesco signed into law the Open Public Records Act (OPRA) which mandates that government records shall be available, with limited exceptions, for public access and simplifying the procedures for requesting such specific records; and

WHEREAS, the intent of the law was to provide the public with easy access to government records with an uncomplicated process for obtaining the records and eliminating bureaucratic red tape; and

WHEREAS, over the course of 18 years OPRA has been a positive light, but it has also been fraught with abuse and misuse, and has become an unanticipated financial cost to the taxpayers of New Jersey; and

WHEREAS, the Borough of Washington has labored under a well-intended law that has spiraled out of control, due to the volume and nature of requests, the cost to taxpayers in responding to the requests, and the potential liability in having to pay disproportionate prevailing party attorney's fees should the requests turn into litigated matters, as well as the liability in determining which documents shall be released, with or without redaction, while attempting to maintain individual privacy; and

WHEREAS, it is not only the volume of OPRA requests that challenge our resources, but it is also the cost associated with reviewing, retrieving, and processing the OPRA request(s) by public entity personnel and counsel and possibly defending our action(s) before the Government Records Council or in Superior Court; and

WHEREAS, the Borough of Washington received and spent large amounts of time responding to daily OPRA requests for 2017, 2018 and 2019; and

WHEREAS, due to the often-conflicting case law and Government Record Council decisions, as well as the unique characteristics of OPRA request, the Borough of Washington must often times rely on the municipal attorney to review certain OPRA requests, resulting in additional attorney fees; and

WHEREAS, the Borough of Washington does not have a Deputy Clerk to assist in providing the documents for each OPRA request; and

WHEREAS, with limited exceptions OPRA has not been amended to address the clear and apparent advancement in technology that has changed the way government records are created, stored, and/or transmitted; the various interpretive decisions; privacy concerns; abuse for commercial gain; and/or the ever-increasing cost to taxpayers; and

WHEREAS, as the current law approaches its twentieth (20th) anniversary it has outgrown its original intended use and has become ripe for comprehensive review and reform;

NOW, THEREFORE BE IT RESOLVED that the governing body of the Borough of Washington appeals to the legislature to form a Commission comprised of Mayors, Municipal Clerks, Municipal Managers, Attorneys, Police Chiefs, open government advocates, privacy experts, members of the media, citizens and other appropriate stakeholders, to review and examine the effects of OPRA on local government and the needs to be fulfilled by the law, and use the Commission's findings to perform a comprehensive reform of OPRA; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to Assemblymen John DiMaio and Erik Peterson, Senator Michael Doherty, Assembly Speaker Craig Coughlin, Senate President Stephen Sweeney, Senator Weinberg, Executive Director of the Government Records Council, the Governor of the State of New Jersey, the Municipal Clerks Association of New Jersey and New Jersey State League of Municipalities.

Motion made by Conry and seconded by Valle to approve Resolution 2019-173

ROLL CALL: Conry, Cox, Noone, Norris, Valle and Higgins.

Ayes: 6, Nays: 0

Motion carried

RESOLUTION 2019-173

**RESOLUTION AUTHORIZING THE SALE OF CERTAIN SURPLUS PROPERTY OF THE
BOROUGH OF WASHINGTON**

WHEREAS, the Borough of Washington is the owner of certain surplus property which it no longer needs for public use: and

WHEREAS, *N.J.S.A. 40A:11-36(2)* permits a municipality by resolution to sell property no longer needed for public use to another contracting unit without advertisement or auction; and

WHEREAS, the Borough of Washington did conduct an auction of the surplus property listed below pursuant to **Resolution 2019-156** made a part hereof and attached hereto; and

WHEREAS, the auction did not meet the set reserve price but did reach a final bid of \$8,525.00; and

WHEREAS, The Gloucester Township School District is desirous of purchasing the subject vehicle for the final bid price of **\$8,525.00**; and

WHEREAS, The Gloucester Township School Board has agreed to the aforementioned sale price pursuant to **Resolution #** made a part hereof and attached hereto; and

WHEREAS, the Borough of Washington is desirous of selling said surplus property in an “as is” condition without express or implied warranties;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Washington, County of Warren, State of New Jersey, that the Borough does hereby convey the surplus property listed below for consideration in the amount of **EIGHT THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$8,525.00)**

1998 Ford F-700 Single Axle Dump Truck
VIN #1FDYF80E3WYA30984

Motion made by Noone and seconded by Conry to approve Resolution 2019-174

ROLL CALL: Conry, Cox, Noone, Norris, Valle and Higgins.

Ayes: 6, Nays: 0
Motion carried

RESOLUTION 2019-174

**AUTHORIZING THE BOROUGH OF WASHINGTON TO BECOME A MEMBER OF
SOURCEWELL NJPA COOPERATIVE PURCHASING PROGRAM**

WHEREAS, Sourcewell NJPA is a public agency, established through a National Purchasing Program;
and

WHEREAS, the Sourcewell NJPA membership is available to government, education and non-profit
agencies located in all 50 states at no cost; and

WHEREAS, the purpose of the Sourcewell NJPA is to provide substantial savings on goods and services
to its members through the cooperative public bidding process; and

WHEREAS, the Borough of Washington desires to enter into an Agreement with the Sourcewell NJPA to
become a member; and

WHEREAS, the N.J.S.A. 52:34-62 et seq. authorizes contracting units subject to the Local Public
Contracts law to make purchases for goods and services through a nationally recognized and accepted
cooperative purchasing agreement; and

WHEREAS, Sourcewell NJPA is recognized and accepted cooperative contracting and purchasing entity
and in compliance with N.J.S.A. 52:34-6-2 et seq., develops pricing by utilizing a competitive bidding
process; and

NOW, THEREFORE BE RESOLVED, by the Borough of Washington as follows:

the Borough of Washington agrees to become a member of Sourcewell NJPA Cooperative Purchasing
Program.

Matt Hall the Manager of the Borough of Washington is hereby authorized to execute a Membership
Agreement with the Sourcewell NJPA pursuant to N.J.S.A. 52:34-6.2 et seq.

The Resolution shall take effect immediately upon final passage according to law.

Motion made by Conry and seconded by Valle to approve Resolution 2019-175

ROLL CALL: Conry, Cox, Noone, Norris, Valle and Higgins.

Ayes: 6, Nays: 0

Motion carried

**BOROUGH OF WASHINGTON
WARREN COUNTY, NEW JERSEY**

RESOLUTION # 2019-175

**RESOLUTION AUTHORIZING REDUCTION OF PERFORMANCE BOND
OF BARBIERI BUILDERS CORP. (BLOCK 44, LOT 34)**

WHEREAS, on or about January 10, 2005, the Planning Board of the Borough of Washington, now the Land Use Board, (the "Board") granted Major Subdivision approval subject to certain conditions to Glenn Manor Construction, Ltd. on property known as Block 44, Lot 34 on the Tax Map of the Borough of Washington, Warren County, New Jersey (hereinafter the "Property"); and

WHEREAS, Glen Manor Construction, LLC transferred ownership of the development to Barbieri Buildings Corp. ("Barbieri"); and

WHEREAS, the approvals granted by the Board and the Borough Land Use Ordinances require a performance guarantee which the Borough Engineer calculated to be \$409,816.80, 10% of which was to be a cash deposit (\$40,981.68) and the balance of which was to be a surety bond or letter of credit (\$368,835.12); and

WHEREAS, Barbieri has requested that the Borough reduce the Performance Guarantee; and

WHEREAS, by estimate dated June 26, 2019 the Borough Engineer recommended reduction of the Performance Guarantee stating that the cost of the remaining improvements is \$63,825.00 (Exhibit A attached hereto); and

00314504

WHEREAS, the Township Engineer further advised that the total Performance Guarantee could be reduced to \$76,590.00, with the cash portion being reduced to \$7,659.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Washington, County of Warren, State of New Jersey hereby authorize a reduction of the Performance Guarantee of the Barbieri to the total amount of \$76,590.00, with the cash portion being reduced to \$7,659.00 for the Property based upon the recommendations of the Borough Engineer and conditioned upon the receipt of a substituted performance guarantee in a form satisfactory to the Borough Attorney.

00334504

Motion made by Conry and seconded by Valle to approve Resolution 2019-176

ROLL CALL: Conry, Cox, Noone, Norris, Valle and Higgins.

Ayes: 6, Nays: 0
Motion carried

RESOLUTION #2019-176

RESOLUTION FOR REDEMPTION OF TAX SALE CERTIFICATE
as per N.J.S.A.54: 5

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on December 6, 2019 to Borough of Washington, 100 Belvidere Avenue, Washington, NJ 07882 in the amount of \$675.02 for taxes or other municipal liens assessed for the year of 2018 and in the name of Hartrum, Susan, as supposed owner, and in said assessment and sale were described as 8 Vannatta Street, Block 94 Lot 19, which sale was evidenced by Certificate #19-00033.

WHEREAS, I, Natasha Turchan, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 12-10-2019 and before the right to redeem was cut off, as provided by law, Susan Hartrum claiming to have an interest in said lands, did redeem said lands claimed by Borough of Washington, and last above mentioned, by paying to the Collector of Taxes of said taxing district of Washington Borough the amount of \$1,318.17, which is the amount necessary to redeem Tax Sale Certificate #19-00033.

NOW THEREFORE BE IT RESOLVED, on this 17th day of December, 2019 by the Mayor and Council of the Borough of Washington, County of Warren authorizes the Mayor to sign Certificate #19-00033 for cancellation.

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 94 Lot 19 from the tax office records.

VOUCHERS AND CLAIMS

Motion made by Valle seconded by Noone to pay the vouchers and claims in the amount of \$997,592.97 from the current fund and \$ 110.505.36 from sewer.

ROLL CALL: Conry, Cox, Noone, Norris, Valle and Higgins.

Ayes: 6, Nays: 0
Motion carried

COUNCIL REMARKS

Councilwoman Cox gave the following remarks:

- Stated she wished she knew more of what's going on and would like to be more involved. Appreciates the openness of council.

Councilwoman Noone gave the following remarks:

- Worked with Deputy Mayor Conry and Councilwoman Duchemin on the senior advisory committee with the paint and sip event and thanked Suzi Mar and the donors of the cookies that were donated.

Councilman Norris gave the following remarks:

- Inquired about the situation behind Washington Collision with the ongoing issues of parking.
- Wished everyone a Merry Christmas and added that bad weather is coming and for people to keep their cars off the roads.

Deputy Mayor Conry gave the following remarks:

- Inquired about gas lines being finished and inquired about the status of Railroad Ave and Park Avenue paving.
- Reminded everyone of the Longwood Gardens bus trip and wished everyone a Merry Christmas.

Mayor Higgins gave the following remarks:

- Reported on the tree lighting ceremony that was held, it went very well.
- Reported on the Toys for Tots train run. A lot of presents collected and it was a huge success. Next year will be planned better avoiding schedule conflicts with other local events going on in the area.
- Wished everyone a Merry Christmas

Manager Hall Updates:

- Broad Street paving-NJ Water still working on some of the road, not all of the road is paved at this time.
- DOT stop bars were painted at the intersection but need to be redone due to the fire department trucks not having enough turn in room.
- New traffic lights at Broad and Belvidere Avenue were installed.
- Asked that everyone read the solid waste article that was emailed earlier.

EXECUTIVE SESSION

A motion was made by Noone seconded by Conry to approve a resolution authorizing Executive Session for the purpose of discussing contract negotiations.

Ayes: 6 Nays: 0
Motion Carried.

RESOLUTION
AUTHORIZING EXECUTIVE SESSION

WHEREAS, the Open Public Meetings Act; *N.J.S.A. 10:4-6 et seq.*, declares it to be the public policy of the State to insure the right of citizens to have adequate advance notice of and the right to attend meetings of public bodies at which business affecting the public is discussed or acted upon; and

WHEREAS, the Open Public Meetings Act also recognizes exceptions to the right of the public to attend portions of such meetings; and

WHEREAS, the Mayor and Council find it necessary to conduct an executive session closed to the public as permitted by the *N.J.S.A. 40:4-12*; and

WHEREAS, the Mayor and Council will reconvene in public session at the conclusion of the executive session;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, County of Warren, State of New Jersey that they will conduct an executive session to discuss the following topic(s) as permitted by *N.J.S.A. 40:4-12*:

_____A matter which Federal Law, State Statute or Rule of Court requires be kept confidential or excluded from discussion in public

(Provision relied upon: _____);

_____A matter where the release of information would impair a right to receive funds from the federal government;

_____A matter whose disclosure would constitute an unwarranted invasion of individual privacy;

_____A collective bargaining agreement, or the terms and conditions thereof (Specify contract: _____);

_____A matter involving the purpose, lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed; Real Estate Acquisitions

_____Tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection;

_____Investigations of violations or possible violations of the law;

Pending or anticipated litigation or contract negotiation in which the public body is or may become a party; (The general nature of the litigation or contract negotiations is: _____ The public disclosure of such information at this time would have a potentially negative impact on the municipality's position in the litigation or negotiation; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.)

_____Matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer; (The general nature of the matter is: _____)

_____ OR _____ the public disclosure of such information at this time would have a potentially negative impact on the municipality's position with respect to the matter being discussed; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.);

X Matters involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective or current public officer or employee of the public body, where all individual employees or appointees whose rights could be adversely affected have not requested in writing that the matter(s) be discussed at a public meeting; (The employee(s) and/or general nature of discussion is: _____ the public disclosure of such information at this time would violate the employee(s) privacy rights; therefore this information will be withheld until such time as the matter is concluded or the threat to privacy rights no longer exists.;

_____Deliberation occurring after a public hearing that may result in the imposition of a specific civil penalty or loss of a license or permit;

BE IT FURTHER RESOLVED that the Mayor and Council hereby declare that their discussion of the subject(s) identified above may be made public at a time when the Borough Attorney advises them that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the Borough or any other entity with respect to said discussion.

BE IT FURTHER RESOLVED that the Mayor and Council, for the reasons set forth above, hereby declare that the public is excluded from the portion of the meeting during which the above discussion shall take place.

Motion

Motion was made by Valle seconded by Conry to come out of Executive Session at 8:15 pm.

Ayes: 6; Nays: 0
Motion Carried.

Motion made by Noone and seconded by Conry to extend a salary percentage increase of 2.5% to part time employees effective January 1, 2020 (not including library).

ROLL CALL: Conry, Cox, Noone, Norris, Valle and Higgins.

Ayes: 5, Nays: 1(Cox)
Motion carried

ADJOURNMENT

Hearing no further business, a motion was made by Cox seconded by Conry to adjourn the meeting at 8:21 pm.

Ayes: 6; Nays: 0
Motion Carried.

Mayor David Higgins

Laurie A. Barton, Borough Clerk